

CHICAGO AND



TRANSPORTATION COMPANY

June 8, 1979

RECORDATION NO. 102475 Filed 1425

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

File No.: A-10829

JUN 14 1979-9 25 AM

9-165A-16

Interstate Commerce Commission

Washington, D.C. 20423

Attention: Mr. H. Gordon Homme, Jr., Secretary

JUN 14 1979

Gentlemen:

Pursuant to Section 11303 (a) (formerly 20c) of the Interstate Commerce Act, as amended, attached for recordation are Counterpart Nos. 1 to 5, inclusive, of Lease Supplement No. 5 to Lease dated as of 2/22/79 and assigned Recordation No. 10247.

The names and addresses of the parties to the transactions are as follows:

1. First Maryland Leasecorp.
25 S. Charles Street
Baltimore, Maryland 21203, Lessor.
2. Chicago and North Western Transportation Company
400 West Madison Street
Chicago, Illinois 60606

Enclosed is our check for \$10.00 to cover your recording fee. Please return Counterpart Nos. 2 to 5, inclusive, showing your recordation data.

Very truly yours,

Diane Kohler-Rausch
Diane Kohler-Rausch
Assistant Secretary

RECEIVED
JUN 14 9 23 AM '79
I.C.C.
FEE OPERATION BRJ

DKR:kg

Enclosures

cc: Michael T. Pyles, VP
First Maryland Leasecorp.
25 S. Charles Street
Baltimore, Maryland 21203
W. D. Anderson
R. D. Smith

Leslie J. Polt
Weinbert & Green
10 Light St., 19th Floor
Baltimore, Maryland 21203
Arthur Andersen & Co.
Attn: G. Holdren*

F. E. Cunningham, Attn: H. Labno *
R. F. Guenther, Attn: J. James*
D. E. Stockham, Attn: G. Ogurek* M. W. Payette
400 WEST MADISON STREET · CHICAGO, ILLINOIS 60606 · 312/454-6534

* with copy of agreement

Check by [unclear] - Les Backwood

Interstate Commerce Commission
Washington, D.C. 20423

6/14/79

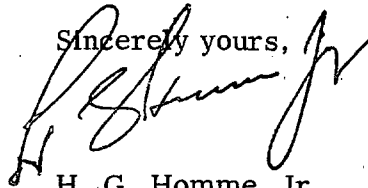
OFFICE OF THE SECRETARY

Diane Kohler-Rausch
Chicago & Northwestern Transp. Co.
400 W. Madison Street
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/14/79** at **9:25am**, and assigned recordation number(s). **10247-E & 10247-F**

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

JUN 14 1979-9 25 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 5

THIS LEASE SUPPLEMENT is dated June 8, 1979 by and between FIRST MARYLAND LEASECORP, as lessor (herein called "Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as lessee (herein called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a certain Equipment Lease Agreement dated as of February 22, 1979 (herein called the "Lease", the terms defined in the Lease being used herein with the same meanings), which Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of Equipment subject to the Lease and of leasing the same under and in accordance with the terms of the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms hereof.

WHEREAS, the Lease relates to the specific Units of Equipment described herein.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor hereby delivers the Units of Equipment described in Schedule 1 attached hereto, and Lessee hereby accepts said Units of Equipment from Lessor under the Lease, under the following terms and conditions:

1. Term: Commencing upon Delivery and Acceptance of the Units of Equipment on June 13, 1979 and expiring September 30, 1987.
2. First Basic Rent Payment Date: December 30, 1979
3. Rent payable on December 30, March 30, June 30 and September 30, all payable in arrears.
4. Interim Rent: .02639% of Lessor's Cost multiplied by the number of days from and including the Settlement Date to and including, and due and payable on, the Basic Lease Term Commencement Date.
5. Settlement Date: June 13, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date - 3.8251% of Lessor's Cost (the "Basic Lease Rate Factor"), plus applicable sales or use taxes.
7. Lessor or Lessee Options: Section 6(b) and 6(c) of Lease.
8. Stipulated Loss Value: As set forth in attached Schedule 2.

9. Delivery Date: See attached Schedule 1.
10. Basic Lease Term Commencement Date: September 30, 1979.
11. Return of Equipment: Section 6(a) of the Lease.

All the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

Representations by the Lessee

Lessee hereby represents and warrants to Lessor, that on the Delivery Date with respect to each Unit of Equipment:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects on and as of such date as though made on and as of such date;

(b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such date;

(c) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing; and

(d) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to such Units of Equipment required to be obtained under the terms of the Lease.

This Lease Supplement has been delivered in the state of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the state of Maryland, including all matters of construction, validity, and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first set forth above.

LESSOR:

FIRST MARYLAND LEASECORP

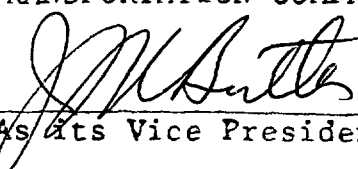
By


As its VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By


As its Vice President-Finance

STATE OF MARYLAND)
CITY OF BALTIMORE) SS.
~~COUNTY OF~~)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State personally appeared MICHAEL T. PYLES, VICE PRESIDENT of First Maryland Lease Corp., the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 13th day of June, 1979.

Rebecca Ann Kiser
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State personally appeared John M. Butler, Vice President-Finance of Chicago and North Western Transportation Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 8 day of June, 1979.

Lee Swionter
Notary Public

LEE SWIONTER
Notary Public
Cook Co. Illinois
My Commission Expires Oct. 27, 1980

SCHEDULE 1 TO LEASE SUPPLEMENT NO. 5

THE UNITS OF EQUIPMENT REFERRED TO IN LEASE
SUPPLEMENT NO. 5 ARE DESCRIBED AS FOLLOWS:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BUILDER/VENDOR</u>	<u>I.D. No.</u>	<u>DELIVERY/ ACCEPTANCE DATE</u>	<u>NEW/ USED</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
1	Spike Puller	Rexnord Inc. Norberg Machine Group	17-3176	6-13-79	New	\$ 20,831.00 FRT	\$ 20,831.00 148.38 \$ 20,979.38
2	Dun-rite Gaugers	Rexnord Inc. Norberg Machine Group	17-3159 17-3118	6-13-79	New	28,000.00 FRT	56,000.00 166.00 \$ 56,166.00
2	Adzers	Rexnord Inc. Norberg Machine Group	17-3197 17-3198	6-13-79	New	19,400.00	\$ 38,800.00
2	Trailers	ACE-Chicago Great Dane Corp.	19-1450 19-1451	6-13-79	New	10,567.00 FRT	21,134.00 1,486.00 \$ 22,620.00
1	Trailer	Tractor Loader	19-1452	6-13-79	New	3,515.00	\$ 3,515.00
9	30" Magnets for Speed Swings	Stearns Magnetics Inc.	17-3143/50	6-13-79	New	2,687.40	\$ 24,186.60
2	Tie Handlers	Railway Track-Work Company	17-3207 17-3208	6-13-79	New	26,235.00 FRT	52,470.00 1,027.20 \$ 53,497.20
3	Air Compressors	Portable Tool Sales & Service	17-3129/31	6-13-79	New	8,050.00 FRT	24,150.00 405.00 \$ 24,555.00
3	Switch Tampers	Canron Railgroup- Tammer	17-3188/90	6-13-79	New	89,626.06	\$268,878.18
						<u>TOTAL LESSOR'S COST</u>	<u>\$513,197.36</u>

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table I (8 Year Term)

<u>Rental Payment Date</u>	<u>Percentage</u>
September 30, 1979	104.3877906
December 30, 1979	108.4132159
March 30, 1980	108.7828893
June 30, 1980	107.8987583
September 30, 1980	106.6885400
December 30, 1980	105.3067556
March 30, 1981	103.8542093
June 30, 1981	102.4061485
September 30, 1981	100.9980854
December 30, 1981	99.4963514
March 30, 1982	97.8609048
June 30, 1982	96.2014988
September 30, 1982	87.3258137
December 30, 1982	85.4356107
March 30, 1983	83.4199661
June 30, 1983	81.4391117
September 30, 1983	79.3835567
December 30, 1983	77.2401072
March 30, 1984	74.8345058
June 30, 1984	72.5298616
September 30, 1984	63.0067502
December 30, 1984	60.4711340
March 30, 1985	57.6796455
June 30, 1985	55.0553471
September 30, 1985	52.3604836
December 30, 1985	49.5798479
March 30, 1986	46.4067830
June 30, 1986	43.4672064
September 30, 1986	33.3134292
December 30, 1986	30.1493791
March 30, 1987	26.6177999
June 30, 1987	23.3662491
September 30, 1987 (and for any applicable period, including any storage, thereafter)	20.0000000